

<b>FORMAL BID</b>			
<b>FILE NO:</b>	Item/Schedule		
<b>COMMODITY: Inspection, Testing, and Analysis of Construction Materials</b>	Term of Contract		
<b>NAME OF BIDDER:</b>	Options		
<b>BIDDER'S FED. ID.</b>	Perf Bond Yes No	Payment Bond Yes No	Insurance Yes No

TO: Cynthia H. Griffin, Purchasing Agent  
795 Massachusetts Avenue, Room 303  
Cambridge, MA 02139

PH: (617) 349-4310 FAX: (617) 349-4008

The undersigned submits this formal Bid to provide the commodity or services identified above, described in the specifications herein and advertised in the Cambridge Chronicle on **Thursday, June 4, 2009** which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA by **11:00 A.M. on Thursday, June 18, 2009. This bid may be downloaded from the City's web site, [www.CambridgeMa.gov](http://www.CambridgeMa.gov), Online Services, Current Bid List.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Formal Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document".**

The envelope containing the bid must be labeled: **"This envelope contains a bid for Inspection, Testing, and Analysis of Construction Materials" opened at 11:00 A.M. on THURSDAY, JUNE 18, 2009.**

This Bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

**This bid includes addenda numbered:** \_\_\_\_\_

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**TITLE OF SIGNATORY** \_\_\_\_\_

**ADDRESS OF BIDDER** \_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

Please check one of the following and insert the requested information:

( ) Corporation, incorporated in the State of: \_\_\_\_\_

( ) Partnership. Names of partners: \_\_\_\_\_

( ) Individual: \_\_\_\_\_

Bidder Name \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

<b>LAWS:</b>	All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
<b>EQUAL OPPORTUNITY:</b>	The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
<b>TAXES:</b>	Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
<b>QUANTITIES:</b>	Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
<b>BID PRICES:</b>	Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
<b>DELIVERY AND PACKAGING:</b>	Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be <b>"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.</b> Rejected material will be returned to the vendor at the vendor's expense.
<b>MODIFICATION OF BIDS:</b>	Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
<b>REJECTION OF BIDS:</b>	The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
<b>AWARD OF CONTRACT:</b>	Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
<b>INDEMNITY:</b>	Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
<b>TERMINATION OF CONTRACT:</b>	Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
<b>ASSIGNABILITY:</b>	The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.
<b>MATERIAL SAFETY DATA SHEETS:</b>	Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

Bidder Name \_\_\_\_\_

TO: Cynthia Griffin, Purchasing Agent  
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes for **Inspection, Testing, and Analysis of Construction Materials** services to the City of Cambridge Department of Public Works, for a period of **TWO YEARS**, all in accordance with the attached specifications. Prices must remain FIRM during the entire contract. One award will be made as a result of this formal Bid. A contract will be awarded to the responsive and responsible bidder offering the lowest total price for the materials.

Contract will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

**NOTE: In accordance with the City's recycling policy, these bid pages are printed on both sides.**

#### **LIVING WAGE REQUIREMENTS**

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all personnel who work inside the City limits. The City of Cambridge's Living Wage as of March 1, 2009 is **\$13.69** per hour. The Living Wage Requirements are attached.

#### **PLEASE SUBMIT YOUR BID IN DUPLICATE**

#### **Confidentiality and Public Record Law:**

All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

#### **Questions**

Questions concerning the IFB must be submitted in writing no later than Wednesday, June 10, 2009 at 3:00PM. All questions can be faxed to the Office of the Purchasing Agent at 617-349-4008. An addendum will be posted to the website notifying vendors of all questions and answers. Please check back on the website for addendums before submitting your bid to the City. Bidder will not be notified individually of Addendums.

Please check the bidders list on the website. If your firm is not listed on the bidders list please click on "Registry" and notify us that you have downloaded the bid document.

A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms and/or conditions.

**The following information is voluntary. A response or lack of response will not affect the competitiveness/status of your bid.**

Minority/Women Business Status: Please indicate whether your business is SOWMBA (or another state) certified.

Yes

No

Bidder Name \_\_\_\_\_

**SCOPE OF SERVICES**

**Description**

The services are on an as-needed basis, consisting of site and laboratory testing for Soils, Bituminous Concrete, and Cast-In-Place Concrete at various locations within the City of Cambridge, Massachusetts. The service for soil testing will include gradation analysis, proctor test, compaction test, contaminated soil test and characterization. Bituminous concrete testing services will include gradation analysis, compaction test, and field inspection of bituminous concrete placement. Cast-in-place concrete services will include Inspection of concrete placement, concrete samples, gradation analysis, strength testing, and concrete core samples for testing.

**Qualifications**

The testing firm shall have not less than five (5) years experience in testing on construction material using ASTM, AASHTO, EPA, MADEP and Massachusetts Highway Department standards. The testing firm shall have personnel on staff that has completed the OSHA 40-Hour training.

**SECTION 02210  
SOIL ANALYSIS AND TESTING**

<b>02210.1</b>	<b>Soil Gradation Analysis</b>	<b>EACH</b>
<b>02210.2</b>	<b>Soil Proctor Test</b>	<b>EACH</b>
<b>02210.3</b>	<b>Soil Nuclear Density Test</b>	<b>HOURS</b>

**1.1 SUMMARY**

**02210.1** - Provide a qualified person to take gradation Analysis in various locations within Cambridge, MA. Test sample quantity, location and depth shall be provided by the Engineer on site and be of significant volume to achieve a good sieve analysis test. Gradation requirements for approved soil shall be determined by AASHTO T 11 and T 27 and shall conform to the appropriate MHD soil designation in section M1, from the Standard Specification for Highway and Bridges 1995.

**02210.2** – Provide a qualified person to perform density test in various locations within Cambridge, MA. Perform an In-Situ density test of soil using the Modified Proctor Test per ASTM D1557 / AASHTO T 180. Test sample quantity, location and depth shall be provided by the Engineer on site prior to start of testing procedures.

**02210.3** – Provide a qualified person to perform density in various locations within Cambridge, MA. Perform an In-Situ Density test using the Nuclear Density method to determine the soil density/compaction. Test quantity, location and depth shall be provided by the Engineer on site prior to start of testing procedures.

A. This section includes the following:

1. Methods of Field Testing:

- A. In-Place Density: ASTM D1556, ASTM D2167, or ASTM D2922
- B. In-Place Moisture Content: ASTM D3017, ASTM D4944, or ASTM D4959
- C. Percentage of Compaction is defined as the ratio of the field dry density, as determined by ASTM D1557 / AASHTO T180 or ASTM D2922 or ASTM D6938 to the maximum dry density determined by ASTM D1557 Procedure C, multiplied by 100.

Bidder Name \_\_\_\_\_

- D. Other material- CDF will be tested the following: Slump Test - ASTM C143; Compression Test Specimen - ASTM C31, and Compressive Strength Test - ASTM C39.

2. Acceptable Material:

- A. Soil Material which does not contain organic silt or organic clay; peat; vegetation; wood or roots; stones or rock fragments over 6-inches in diameter; porous biodegradable matter; loose or soft fill; excavated pavement; or refuse. Stone or rock fragments shall not exceed 40 percent by weight of the backfill material. Clay or silt content shall not exceed 25 percent by weight of the backfill material.
- B. Sand Borrow shall meet Massachusetts Highway Department Specification Designation, M1.04.1.
- C. Gravel Borrow shall meet Massachusetts Highway Department Specification Designation, M1.03.0.
- D. Processed Gravel shall meet Massachusetts Highway Department Specification Designation, M1.03.1.

3. Reports

- A. The reports shall have the following minimum data completed:
1. Testing Agencies name, address, phone number, and name of site personnel performing the test.
  2. City of Cambridge personnel on site giving location, and type of test required.
  3. Date, Time and Weather conditions at the time of the test.
  4. Contractor's name, equipment, and personnel in charge of work site.
  5. Location of test – Street Name, closest address, stationing for plans, or a minimum of three ties.
  6. Graphs and tables giving test results of actual data collected verses requirement data per MHD, EPA DEP, AASHTO or ASTM.

4. Compensation

- A. Measurement of payment for **items 02210.1 and 02210.2** shall be at the contract unit price per EACH test completed, and shall include full compensation for labor, travel, equipment, retrieve test samples, ovens, scales, hot plates, pans, laboratory expenses, written test results and other incidentals necessary for the satisfactory completion of this work as specified.
- B. Measurement of payment of **item 02210.3**, shall be at the contract unit price per HOUR for test completion, and shall include full compensation for labor, travel, equipment, laboratory expenses, written test results and other incidentals necessary for the satisfactory completion of this work as specified.

**02210.4 Contaminated Soil testing and Characterization**

**EACH**

**1.1 SUMMARY**

Provide a qualified person to perform Jar Headspace Test and Photoionization Test in various locations within Cambridge, MA. This Section describes the general parameters and requirements for testing of contaminated soils. At a minimum, each stockpile shall be sampled for Total Petroleum Hydrocarbons, Volatile and Extractable Petroleum Hydrocarbons with Polyaromatic hydrocarbon (PAH) quantification and for Total RCRA 8 Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag) in accordance with current industry standards for waste analysis. Test sample quantity, location and depth shall be provided by the Engineer on site. Testing firm shall provide test analysis and soil classification in written test results.

- A. This section includes the following:

1. Field Testing Criteria:

Bidder Name \_\_\_\_\_

- a. 310 CMR 40.1056 (J) as per MADEP Compendium of Analytical Method (CAM); 310CMR 40.0017 (Jar Headspace); EPA Method 8021B (Photoionization Detector); 310CMR 40.0006; 310 CMR 40.0300 and 40.1600; 310 CMR 40.CFR 261.3
- b. All work at the site must be performed in accordance with all applicable federal, state, and local regulations, including, but not limited to:
  - 1) The applicable parts of 40 CFR pertaining to the Comprehensive Environmental Response and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), and the National Emission Standards for Hazardous Air Pollutants (NESHAPs) as regulated by the Environmental Protection Agency;
  - 2) State regulations specified in the MCP (310 CMR 40.0000), and Massachusetts General Law 21E - Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, and in 310 CMR 30.0000 State Hazardous Waste Regulations.
  - 3) DEP Policy #COMM-97-001 (Reuse and Disposal of Contaminated Soil at Massachusetts Landfills) and DEP Waste Site Cleanup Policy #WSC 94 – 400 (Interim Remediation Waste Policy for Petroleum Contaminated Soils).
  - 4) OSHA regulations (including, but not limited to, 29 CFR 1910.1000, 29 CFR 1926, and CFR 1910.120), 40-hour Occupational Safety and Health Administration (OSHA) training (plus 8-hour refresher training) and all other applicable state and federal regulations regarding health and safety requirements.
  - 5) NIOSH/OSHA/USCG/EPA: "Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities" October 1985, DHHS (NIOSH). Publ. No. 85-115.

2. Soil Characterization:

- a. Distinctive soil/fill shall be characterized by field results utilizing a Photo-Ionization Detector (PID) and DEP jar headspace measurement protocols by an Environmental Professional. Depending upon the analytical test results, the soil/fill shall either be reused on site or disposed/reused off-site. Soil/Fill strata shall be initially segregated as follows:
- b. Probable Class A-1 Material: Soil/Fill that does not have any visual or olfactory indication of contamination and has a jar headspace screening result less than 5 parts per million (ppm), as measured by a PID calibrated to benzene equivalents. This material can be reused within the *area of excavation* without additional testing. If it is to be reused as fill on-site at a location other than the *area of excavation* or off-site as fill it must be staged and tested by the Contractor. This material is to be sampled separately due to the probability of an absence of contamination. If test results confirm the absence of contamination this material is to be segregated during construction activities as suitable for re-use on site as backfill (provided it meets Contract Specifications) or it may be used at any location where it is consistent with background conditions. Provided analytical results support the determination of no contamination this material does not have to be disposed or transported under a Massachusetts Bill of Lading.
- c. Probable Class A-2 Material: Soil/Fill that exhibits low visual or olfactory indications of contamination (i.e. less than 5% by volume of foreign materials or by a faint foreign odor) and is suspected of containing low levels of contamination (i.e., impacted soil/material which has constituent(s) above background levels but below DEP Reportable Concentrations [RCS-1]) shall be separated as probable Class A-2 material. Soil with jar headspace results between 6 and 10 ppm, and/or contains a low level of foreign material as evidenced visually or by olfactory techniques shall be placed in this category. This material is to be sampled separately due to the probability of containing either low or no levels of contamination. The analytical results shall determine the final reuse/disposal option.

- d. Probable Class B-1/B-2 Material: Soil/Fill suspected of having moderate levels of contamination (i.e., equal to or greater than the applicable reportable concentration but suitable for reuse at a licensed in state landfill as daily cover). This category shall include soil and fill with jar headspace results between 10 ppm and 100 ppm or soil containing significant visual (i.e. > 5% but less than 10% foreign material by volume) or olfactory evidence of contaminants. This material is to be sampled separately due to the potential of exceeding DEP's reportable concentrations but within the guidelines for reuse as daily cover at a landfill. The analytical results shall determine the final reuse/disposal option.
- e. Probable Class B-3 through B-6 Material: Soil/Fill suspected of having high levels of contamination (i.e., equal to or greater than the applicable reportable concentration but suitable for disposal at a licensed non-hazardous solid waste facility). Soil with jar headspace results greater than 100 ppm or soil containing significant visual (i.e. >10% foreign material by volume) or strong olfactory evidence of contaminants. This material is to be sampled separately due to the potential of exceeding DEP's guidelines for reuse as daily cover at a landfill and requiring either recycling at an asphalt batch plant or as solid waste at an appropriately permitted disposal facility. The analytical results shall determine the final reuse/disposal option.
- f. Probable Class C Material: Soil/Fill suspected of being a hazardous waste as defined by the Resource Conservation and Recovery Act or the Toxic Substances and Control Act. Material with visually gross levels of contamination, including free product or containing evidence of hazardous constituents including but not limited to indications of tannery wastes or coal tar or any other waste which may contain elevated levels of pollutants, shall be placed in this category. This material is to be sampled separately due to the potential of exceeding RCRA or TSCA hazardous waste thresholds requiring disposal at an appropriately permitted hazardous waste facility.
- g. Probable Asbestos Containing Material: Soil/Fill suspected of containing asbestos as evidenced by the presence of suspect asbestos-containing building debris such as cementitious piping, vinyl floor tiling, roofing paper or paper-like insulation materials or any other suspect asbestos containing material observed in the soil/fill.
- h. Unknown Material. Any material, soil or fill that is not readily identifiable as non-hazardous waste, and has not been previously characterized or encountered during site investigation and Work activities. Such wastes include; unlabelled drums or containers containing material which is not readily identifiable as non-hazardous substances, any material which varies significantly from material previously observed on site and cannot be readily identified as a non-hazardous substance shall be handled as an unknown potentially hazardous substance as specified herein. Previously encountered material shall include but not be limited to urban fill and miscellaneous debris (such as brick, ash, glass, metal, lead and petroleum impacted soil and fill regardless of the level of contamination present).

### 3. Reports

A. The reports shall have the following minimum data completed:

- 1. Testing Agencies name, address, phone number, and name of site personnel performing the test.

2. City of Cambridge personnel on site giving location, and type of test required.
3. Date, Time and Weather conditions at the time of the test.
4. Contractor's name, equipment, and personnel in charge of work site.
5. Location of test – Street Name, closest address, stationing for plans, or a minimum of three ties.
6. Graphs and tables giving test results of actual data collected verses requirement per MHD, EPA DEP or ASTM, and soil classification.

#### **4. Compensation**

- a. Measurement of payment for **Items 02210.4** shall be at the contract unit price per EACH test completed, and shall include full compensation for labor, travel, equipment, retrieve test samples, laboratory expenses, written test results and other incidentals necessary for the satisfactory completion of this work as specified.



**SECTION 02500  
BITUMINOUS CONCRETE ANALYSIS AND TESTING**

<b>02500.1</b>	<b>Bituminous Concrete Gradation Analysis</b>	<b>EACH</b>
<b>02500.2</b>	<b>Bituminous Concrete Compaction Test</b>	<b>EACH</b>
<b>02500.3</b>	<b>Inspection of Bituminous Concrete Placement in the Field</b>	<b>HOURS</b>

1.1 SUMMARY

**02500.1** - Provide a qualified person to perform gradation analysis in various locations within Cambridge, MA. Test sample quantity, location shall be provided by the Engineer on site and be of significant volume to achieve a good sieve analysis test. Test sample shall be from the full depth of the course laid. The testing firm shall have suitable coring equipment available in order for an appropriate number of samples may be taken. A table of the sieve analysis shall be provided stating the percentage % passing by weight, and the bitumen content per MHD M3.11.03, Table A.

**02500.2** – Provide a qualified person to perform the Nuclear Density method to determine the pavement density/ compaction, in various locations throughout Cambridge.

**02500.3** – Provide a qualified person to perform a site inspection in various locations throughout Cambridge during placement of hot mix asphalt on public property, which includes but are not limited to streets, sidewalks and parking lots. Work shall include writing field notes, taking temperature readings of the asphalt, obtain asphalt weight slip, and obtain field measurements.

A. This section includes the following:

1. Methods of Field Testing:

a. In-Place Density: ASTM D2950, AASHTO T 166, AASHTO T 164.

2. Reports

a. The reports shall have the following minimum data completed:

1. Testing Agencies name, address, phone number, and name of site personnel performing the test.
2. City of Cambridge personnel on site giving location, and type of test required.
3. Date, Time and Weather conditions at the time of the test.
4. Contractor's name, equipment, and personnel in charge of work site.
5. Location of test – Street Name, closest address, stationing for plans, or a minimum of three ties.
6. Graphs and tables giving test results of actual data collected verses requirement data per MHD, EPA DEP, AASHTO or ASTM.

**3. Compensation**

- a. Measurement of payment for **items 02500.1 and 02500.2** shall be at the contract unit price per EACH test completed, and shall include full compensation for labor, travel, equipment, retrieve test samples, cores, laboratory expenses, written test results and other incidentals necessary for the satisfactory completion of this work as specified.
- b. Measurement of payment of **item 02500.3**, shall be at the contract unit price per HOUR for field inspection, and shall include full compensation for labor, travel, equipment, field books, written report and other incidentals necessary for the satisfactory completion of this work as specified.

**SECTION 03300  
CONCRETE ANALYSIS AND TESTING**

<b>03300.1</b>	<b>Concrete Placement Test HOURS</b>
<b>03300.2</b>	<b>Concrete Sample and Strength Test EACH</b>
<b>03300.3</b>	<b>Concrete Core Samples EACH</b>

**1.1 SUMMARY**

**03300.1** – Provide a qualified person to perform a site inspection during placement of fresh concrete, in order to take samples for the following tests: Slump Test, Temperature of Concrete, and Air Content. The engineer shall specify the consistency of the mix to have a minimum slump or use MHD M4.02.06. An instant read thermometer shall be used to measure the temperature of the concrete at the time of placement. The thermometer shall have the proper temperature range for the concrete temperatures to be checked.

**03300.2** – Provide a qualified person to perform a site inspection during placement of fresh concrete for the purpose of obtaining individual samples to determine Compressive Strength of Concrete for approval. Three (3) representative test cylinders shall be made, one at approximately the beginning, one at the approximately the midpoint and one at approximately the end of discharge, and allowed to cure under standard job conditions. After 24 hours specimens taken to insure compliance with minimum strength requirement shall be removed from the mold and imbedded in moist sand and allowed to cure for five days with temperatures ranging from 15 deg C to 27 deg C. Failure of any test specimen to meet 90% of minimum strength, or failure of the average to meet the full minimum strength requirements, shall be cause for rejection.

**03300.3** – Provide a qualified person to perform a site inspection in various locations throughout Cambridge to obtain core samples from existing concrete. The purpose for taking these samples would be to perform a strength test and a sieve analysis.

A. This section includes the following:

1. Methods of Field Testing:

- a. ready-mixed concrete shall be in accordance with the following methods of the American Association of State Highway and Transportation Officials:
- b. Sampling Fresh Concrete per AASHTO T 141
- c. Weight per cubic foot, yield and air content (Gravimetric) of concrete per AASHTO T 121.
- d. Compressive Strength of Molded Concrete Cylinders per AASHTO T 22.
- e. Slump Test for Portland Cement Concrete per AASHTO T 119 and MHD M4.02.06.
- f. Air Content of Freshly Mixed Concrete by Pressure Method per AASHTO T 152.
- g. Air Content of Freshly Mixed Concrete by the Volumetric Method per AASHTO T 196.
- h. Temperature of Concrete and Time waiting to discharge concrete at Delivery per MHD M4.02.10
- i. Screening Sieve per AASHTO T 27, and T 11.
- j. Curing Box AASHTO T 23

2. Reports

- a. The reports shall have the following minimum data completed:
  1. Testing Agencies name, address, phone number, and name of site personnel performing the test.
  2. City of Cambridge personnel on site giving location, and type of test required.
  3. Date, Time and Weather conditions at the time of the test.
  4. Contractor's name, equipment, and personnel in charge of work site.
  5. Location of test – Street Name, closest address, stationing for plans, or a minimum of three ties.

6. Graphs and tables giving test results of actual data collected verses requirement data per MHD, EPA DEP, AASHTO or ASTM.

**3. Compensation**

- a. Measurement of payment for **items 03300.2 and 03300.3** shall be at the contract unit price per EACH test completed, and shall include full compensation for labor, travel, equipment, retrieve test samples, coring, laboratory expenses, written test results and other incidentals necessary for the satisfactory completion of this work as specified.
- b. Measurement of payment of **item 03300.1**, shall be at the contract unit price per HOUR for field inspection, and shall include full compensation for labor, travel, equipment, laboratory expenses, retrieve test samples, field books, written test results and other incidentals necessary for the satisfactory completion of this work as specified.

**QUALITY REQUIREMENTS**

**The City of Cambridge will reject any bid that does not meet the quality requirements. A “No” response or a failure to respond to any of the following will result in rejection of your bid.**

Circle “YES” or “NO” for each of the following requirements:

- |  |     |    |
|--|-----|----|
| 1. Bidder shall have not less than five (5) years experience in testing on construction material using ASTM, AASHTO, EPA, MADEP and Massachusetts Highway Department standards. The bidder shall have personnel on staff that has completed the OSHA 40-Hour training. | Yes | No |
| 2. It is true that the bidder is not currently in bankruptcy.  | Yes | No |
| 3. Bidder can provide, upon request, proof of financial solvency.  | Yes | No |
| 4. Bidder has experience with the Jar Headspace Test.  | Yes | No |
| 5. Bidder has experience with the Photo-ionization Detector.   | Yes | No |
| 6. Bidder has experience testing concrete for Air Content.   | Yes | No |
| 7. Bidder has experience testing concrete for Compressive Strength.  | Yes | No |
| 8. Bidder has experience testing In-Situ soil density tests.   | Yes | No |
| 9. The submitted bid is without conditions, exceptions or modifications to the bid document  | Yes | No |

**BID SUBMISSION REQUIREMENTS**

Failure to submit documents requested may result in the determination that your bid is non-responsive unless the City deems such failure to be a minor informality.

1. The bidder must submit in writing the names and contact information of three customers who are currently using similar construction material testing services to this bid. The City reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting poor past performance by the bidder.
2. Bidder shall submit information on the firm's qualifications with resumes of personnel proposed for the contract. Copies of all required laboratory and personnel testing certifications and licenses shall also be submitted.
3. Bidder shall submit a list of equipment owned by the firm that is required to perform the inspection and analysis of construction material contract.

Bidder Name \_\_\_\_\_

**PRICE PROPOSALSHEET**

The City will award a contract to the responsive and responsible bidder offering the lowest price. The quantities of products listed on the price proposal sheets are estimated quantities and are for the purpose of comparing Bids in a uniform bases. The City expressly reserves the right to decrease quantities or to eliminate from purchase any of the items listed, as deemed necessary. The City may increase the contract value by 25% as needed. In order to compare bids in a uniform format, Bidder must submit a price for all items listed on the price proposal sheet.

Item	Quantity	Unit	Description	Unit Price	Total Price
2210.1	20	each	Soil Gradation Analysis		
2210.2	10	each	Soil Proctor Test		
2210.3	220	Hours	Soil Nuclear Density Test		
2210.4	4	each	Contaminated Soil Testing and Characterization		
2500.1	10	each	Bituminous Concrete Gradation Analysis		
2500.2	10	each	Bituminous Concrete Compaction Testing		
2500.3	50	Hours	Inspection of Bituminous Concrete Placement in the Field		
3300.1	50	Hours	Concrete Placement Test		
3300.2	20	each	Concrete Samples and Strength Test		
3300.3	14	each	Concrete Core Samples		
				TOTAL	

Total Price (words): \_\_\_\_\_

Signature: \_\_\_\_\_

Bidder Name \_\_\_\_\_

**Americans with Disabilities Act (42 U.S.C. 12131)  
Section 504 of the Rehabilitation Act of 1973  
Tax Compliance/Anti-Collusion**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors and withholding and remitting child support.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of person signing bid)

\_\_\_\_\_  
(Name of Business)

Address: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Bidder Name \_\_\_\_\_

### CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

#### CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. \_\_\_\_\_ CORI checks are not performed on any Applicants.
2. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

\_\_\_\_\_  
(Typed or printed name of person  
signing quotation, bid or proposal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of Business)

**NOTE:**

**The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.**

**Instructions for Completing CORI Compliance Form:**

**A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.**

**This form must be submitted with your bid**

Bidder Name \_\_\_\_\_

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
  - (a) Relevance of the crime to the position sought;
  - (b) The nature of the work to be performed;
  - (c) Time since the conviction;
  - (d) Age of the candidate at the time of offense;
  - (e) Seriousness and specific circumstances of the offense;
  - (f) The number of offenses;
  - (g) Whether the applicant has pending charges;
  - (h) Any relevant evidence of rehabilitation or lack thereof;



- (i) Any other relevant information, including information submitted by the candidate or requested by the City.
- 11. The Personnel Department will assist affected departments in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
- 12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
- 13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

**ORDINANCE NUMBER 1312**

**Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.**

**City of Cambridge**

**In the Year Two Thousand and Eight**

**AN ORDINANCE**

**In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”**

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as follows:

Adding after Section 2.112.050 the following new sections:

**SECTION 2.112.060**

**CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE**

**Sections:**

- 2.112.061 Purpose**
- 2.112.062 Definitions**
- 2.112.063 CORI-Related Standards of the City of Cambridge**
- 2.112.064 Waiver**
- 2.112.065 Applicability**

**2.112.061 Purpose**

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

**2.112.062 Definitions**

Unless specifically indicated otherwise, these definitions shall apply and control.

*Awarding Authority* means the City of Cambridge Purchasing Agent or designee.

*Vendor* means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

**2.112.063 CORI-Related Standards of the City of Cambridge**

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor’s deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

**2.112.064 Waiver**

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

**2.112.065 Applicability**

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.  
Passed to be ordained by a yeas and nays vote:-  
Yeas 9; Nays 0; Absent 0.  
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury  
City Clerk

**City Of Cambridge  
Articles Of Agreement**

**Commodity:**

**File Number:**

This agreement is made and entered into this \_\_\_\_\_, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and \_\_\_\_\_, existing under the laws of the State of \_\_\_\_\_ ("the Contractor").

**Address:**

**Telephone, Fax, E-mail:**

**Article I. Definition.** "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

**Article II. Duration.** The Contractor shall commence the performance of this contract for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

**Article III. Terms.** The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

**Contract Value:**

**Article IV. Payment.** The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. Contractor shall invoice department to which it provided the service, not the Purchasing Department.

**Article V. Termination.** The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

**Article VI. Damages.** From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

**Article VII. Conflict.** In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Bidder Name \_\_\_\_\_

**Article VIII. Governing laws and ordinances.** This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

**Article IX. Performance Security.** Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

**Article X. Equal Opportunity.** The Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

**Article XI. Assignability.** The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

**Approved as to Form:**

**The Contractor:**

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**Donald A Drisdell**  
**City Solicitor**

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**Signature and Title**

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**Robert W. Healy**  
**City Manager**

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**Cynthia H. Griffin**  
**Purchasing Agent**

Bidder Name \_\_\_\_\_